

REQUEST FOR PROPOSALS

#17-09

DESIGN AND INSTALLATION OF A NEW PLAYGROUND

DUE DATE: 10/20/2016

I. Introduction

The Town of Groton, CT is soliciting proposals for the design and installation of a new playground.

The Request for Proposal (RFP) seeks to secure the most qualified Contractor to assist the Town by designing and installing a new playground structure. Installation would include putting in safety surface material.

Upon completion of all project items (1-4), the successful respondent will be responsible for the inspection of the playground by a Certified Playground Inspector of their choice.

II. Background

Farquhar Park is an eight acre park managed by the Parks and Recreation Department. The playground is being built to replace an existing playground that was installed in 1996. Within the park is a baseball field, two basketball courts and two tennis courts.

Site Conditions

Currently there is one playground structure. The current footprint for the playground safety zone is approximately 40' x 40'. The footprint could be expanded to 60' x 60'. See the accompanying photos and park aerial depiction.

III. Scope of Work

The objective of this request for proposal is to receive cost estimates from qualified firms to design a playground area and provide, assemble and install the specified playground equipment.

The proposal should include the removal of existing safety surface and playground equipment.

It should be assumed that any pre-installation site work including excavation of the site necessary to install the equipment would be completed by the contractor. Locating and digging holes for anchoring the playground and the free standing climbing structure will be the responsibility of the contractor. Any changes to the current configuration of structures that require landscaping (topsoil/seeding) shall be the responsibility of the contractor.

The Contractor will be responsible for providing all labor, material, equipment and services required to install all equipment. The specifications are intended to include everything obviously required for proper installation and completion of the work, whether each necessary item is mentioned or not.

Project 1

Playground Equipment

The playground should include components for children ages 2-5 and 5-12. The equipment can be provided in one or more structures. The playground should accommodate the widest possible range of activities that will provide fun, promote physical fitness, encourage social interaction and promote fantasy and dramatic play. Among the play activities that should be considered are balancing, climbing, crawling, hanging, imagining, manipulating, pushing, pulling, riding, seesawing, sitting, sliding, swinging and whirling. A combination of intimate spaces such as cubbies, fox holes and tunnels with social and wide open spaces is preferred.

Playground orientation should be designed for clear lines of visibility around, behind and under structures for safety and to minimize opportunities for vandalism. Minimize conflicts with adjacent activities. Orient the structure to take as much advantage of the shade as possible, especially with regards to the slides.

An appropriate design will ramp play structures so they are housed in grouping that encourage play with disabled and abled children. Provide ramps for wheelchair and stroller access to a significant portion of the structure. 50-75% of the structure should be wheelchair accessible. Should incorporate engaging activities for play at each platform. Platforms should be destinations, not just ramp connectors or landings. Alternate means of access must be provided through out for children (and adults) choosing not to utilize ramps.

The playground equipment should be in full compliance with both American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal ADA laws.

The structure should be fabricated with standardized tube columns and platforms or equivalent. The metal finished should be powder coated. Horizontal walking surfaces should be plastic coated. Plastic and formed items should be constructed of recycled material where possible and should be colored throughout with a UV stabilized material.

Project 2

Swings

The swings should be in full compliance with both American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal ADA laws. Swing bay should include toddler seats.

Project 3

Playground Safety Surfacing

The Town will require a minimum of 12" depth of wood fiber throughout the entire play area. Purchase, delivery and installation of the safety surface will be the responsibility of the contractor. Weed blocking fabric filter must be laid down prior to installation of safety surface material.

The current playground has 6 x 8 timber edging enclosing the safety surface. The Town would like to recycle the timber and use on the new playground. Purchase and installation of any additional timbers required would be the responsibility of the contractor. **Timbers should be as flush to the ground as possible to minimize trip hazards, yet be high enough to sufficiently contain the safety surface material.**

Project 4

Playground accessibility

A paved path meeting ADA requirements **(see attached construction specs.)** must be constructed from the existing edge of the parking lot to the edge of ~~the playground area.~~ **the basketball court. There should be a spur from the path to the playground area. The paved path must extend under the playground safety surface material for a minimum of three feet to provide a transition into the playground. ~~(see attached plan).~~**

IV. Alternatives

If the vendors installation practice includes a use of community volunteers and equipment, a community build option should be included as an alternative on the proposal sheet. The contractor will clearly note what labor, supplies and equipment are to be provided for the community, and will be responsible for providing appropriate supervision of volunteers during construction.

Submittals

The proposal shall be based on the Scope of Work as described above and shall be organized in an easy-to-follow format. The proposal shall include, but not be limited to, the following information:

1. The Contractors team's name, address and a brief history of the firm.
2. Names of specific individuals who will be assigned to this project and their relative experience. Resumes showing relevant experience are required of each team member assigned to this project.

3. Identify any unique experiences, abilities or services that can be provided by the Contractor to solve these challenges. Cite examples where these qualities were used.
4. **3D renderings of playground equipment illustrating layout and orientation within the park.**
5. Demonstrate the commitment that the Contractor will bring in responding to Town staff and project demands in a timely manner. Examples of past projects that show how the Contractor surpassed expectations in meeting the needs of the client.
6. Provide references for all similar work, which have been completed by the Contractor within the past five (5) years. Include the name, address and telephone number for a direct contact person (project manager) for each reference.

COST PROPOSAL The cost proposal shall be submitted as a per project, not to exceed. Alternates as identified above shall be listed separately on the Proposal Form.

Evaluation Factors

Evaluation Statement - after the deadline for receipt of proposals, the selection committee consisting of The Purchasing Agent and Parks and Recreation Director and will review the proposals on the basis of the evaluation criteria listed below.

Guarantees and Warranties

Each respondent shall submit a complete breakdown of any product/service warranties or guarantees that are included in their proposal.

Indemnification

To the fullest extent permitted by law, the successful respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the respondent's performance of the Agreement or any other agreements of the respondent entered into by reason thereof. The respondent shall indemnify and defend the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The respondent agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

Equal Opportunity – Affirmative Action

The successful respondent shall comply in all aspects with the Equal Employment Opportunity Act.

Freedom of Information

All proposal submissions and materials become property of the Town and will not be returned.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Termination

Following implementation, should the Town find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the Town Manager as being in the best interest of the Town of Groton. In the event of termination of this contract as a result of breach by the contractor, the Town shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

Period of Performance

The period of performance for this project shall be the contract effective date plus not more than 120 calendar days from the date subject to extension only by mutual agreement.

Availability of Funds

A proposal or contract shall be considered executory only to the extent of appropriation/funds available for such purchase. The Town's extended obligation on these contracts that anticipate extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years or available encumbered funds. Any contract let for more than one fiscal period is also contingent upon performance of the vendor meeting the specifications. If, in the determination of the Town of Groton, a vendor is not meeting the requirement of the specifications the Town may terminate the contract with 30 days written notice to the vendor. This can occur at any time during the contract period.

Acceptance or Rejection

The Town reserves the right to accept or reject any and all proposals and to waive any minor deviations from our proposal requirements if it is in the best interest of the Town to do so.

Insurance Requirements

The Contractor, at his expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Groton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Groton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability,

expiration dates and exclusions, if any, will be filed with the Town of Groton before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Groton, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Section A. Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

\$500,000 each - Bodily Injury
\$500,000 disease - Policy Limit - Bodily Injury
\$500,000 disease - Each Employee - Bodily Injury

Section B. General Liability

Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• Personal & Adv Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (any one fire)	\$1,000,000
• Medical Expense (any one person)	\$10,000

Excess Liability (Umbrella)

• Each Occurrence	\$1,000,000
• Aggregate	\$1,000,000

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Groton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors,
- Broad Form Property Damage and Personal Injury.

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Groton is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under "Occurrence Policy Guidelines".

Section C. Automobile Liability

Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

- Combined Single Limit – Bodily Injury/Prop Damage \$1,000,000

Insurance under B & C above must provide for a 30-day notice to the Town of Groton of cancellation, non-renewal, termination, or any restrictive amendment.

W. Proposal Submission

Please submit two (2) copies of the proposal to:

RFP for Farquhar Park – Playground Design and Installation
Town of Groton
45 Fort Hill Road
Groton, CT 06340
Attn: Mr. John Piacenza

Proposals shall be valid for a period of 120 days from the due date.

Proposals will be received at the Office of the Purchasing Agent, until 2:30 p.m. prevailing time on **October 20, 2016**.

Part II

Proposal Format

Cover Letter

This section should contain the name and address of the respondent and the name(s) and telephone numbers of the primary contact individual(s) of the proposing firm. These individuals should be authorized to answer technical, price, and/or contract questions. The cover letter should also provide an overview of the proposal, showing a thorough understanding of the needs of the Town.

Table of Contents

This page lists the proposal sections for reference purposes followed by the sections:

1. Management Summary

This section should provide an overview of the proposed application and its benefits to the Town.

2. Vendor Profile/Qualifications

This section should provide background information on the respondent, financial information, key employee information, number of employees totaling dedicated to supporting parks and recreation users only, other products offered by the Proposer, and customer base overview. While vendor financial reports are not required, vendor must indicate long-term financial stability and ethical record of conducting business.

3. Vendor Sales and Support Policies

In this section, provide information about additional support services offered. Provide proof of Escrow if applicable.

4. Implementation and Training

Describe your recommended Installation Planning Schedule, project staff assignments, and training. If details not yet available, a sample plan will be sufficient.

5. User Reference List

Provide a list of organizations where you have recently completed an ADA Accessibility audit, to include Organization Name, State, contact name, Telephone number, & contact email address.

6. Vendor Standard Agreements

Provide any standard contracts including license, annual maintenance, and installation support services agreement.

Proposal Form for Farquhar Park Playground Installation

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|----|--|---------|
| 1) | Project 1 – Playground | \$_____ |
| 2) | Project 2 – Swings | \$_____ |
| 3) | Project 3 – Safety Surface | \$_____ |
| 4) | Project 4 – Playground Accessibility | \$_____ |
| 5) | Alternative – Community Install – Playground | \$_____ |